

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
CIVIL ACTION NO. 5:00 CV 700-BO (3)**

FILED

FEB 1 2001

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)
)
)
) **Plaintiff,**)
)
) **v.**)
)
) **GEORGIA PACIFIC CORP.,**)
)
) **Defendant.**)

DAVID W. DANIEL, CLERK
U.S. DISTRICT COURT, EDNC
BY  DEP. CLERK

**SETTLEMENT
AGREEMENT**

This Settlement Agreement (hereafter "Agreement"), made and entered into by and between the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (hereafter "Commission") and GEORGIA PACIFIC CORPORATION, on behalf of itself, its subsidiaries, divisions, affiliates, successors, assigns, shareholders, directors, officers, agents, and representatives (hereafter "Defendant") is intended to and does resolve all claims made on behalf of Benito Lopez by the Commission against Defendant in the above-captioned civil action. In consideration of the mutual covenants and undertakings set forth herein, IT IS HEREBY AGREED AS FOLLOWS:

1. Plaintiff-Intervenor Benito Lopez, who is represented by private counsel, has received a monetary settlement that is embodied in a separate agreement.
2. Defendant agrees to eliminate from the personnel records of Benito Lopez all references to the facts and circumstances surrounding the filing of the subject charge and the filing of this lawsuit.
3. The parties agree to file a joint motion requesting that the Court dismiss with

prejudice the Commission's Third, Fourth, Fifth and Six Claims of Relief related to Benito Lopez, and retain jurisdiction over the enforcement of this Settlement Agreement.

4. If the remaining claims in the above-captioned action are resolved by Consent Decree, or settled in some other manner, or if the Commission prevails at trial, Defendant agrees to the inclusion of the following provisions in any such Decree, settlement, or Judgment:

- A. Defendant's harassment policy shall be posted conspicuously at Defendant's Butner, North Carolina facility in a place where it is visible to the employees, and shall be distributed to each employee on an annual basis during the term of the Decree.
- B. During the term of the Decree, Defendant shall provide an annual training program to all of its management and supervisory employees at its facility in Butner, North Carolina. At least fifteen (15) days prior to each program, Defendant shall provide the Commission with an agenda for the training program. Each training program shall include an explanation of the requirements of Title VII of the Civil Rights Act of 1964 and its prohibition against national origin and sex discrimination in the workplace, including harassment based on national origin, sexual harassment and retaliation. Each training program shall also cover Defendant's anti-discrimination policy and an explanation of the rights and responsibilities of employees and managers under the policy. The first training program shall be completed within ninety (90) days after the entry of the Decree by the Court. Each subsequent training session shall be

conducted at approximately one-year intervals. Within ten (10) days after completion of each training program, Defendant shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all employees in attendance.

- C. During the term of the Decree, Defendant shall provide an annual training program to all of its non-management and non-supervisory employees at its facility in Butner, North Carolina. At least fifteen (15) days prior to each program, Defendant shall provide the Commission with an agenda for the training program. Each training program shall include an explanation of the requirements of Title VII of the Civil Rights Act of 1964 and its prohibition against national origin and sex discrimination in the workplace, including harassment based on national origin, sexual harassment and retaliation. Each training program shall also cover Defendant's anti-discrimination policy and the proper way for employees to raise complaints under the policy. The first training program shall be completed within ninety (90) days after the entry of the Decree by the Court. Each subsequent training session shall be conducted at approximately one-year intervals. Within ten (10) days after completion of each training program, Defendant shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all employees in attendance.

- D. During the term of the Decree, Defendant shall conspicuously post the attached Employee Notice, marked Attachment A, hereby made a part of the Decree, in a place where it is visible to all employees at its facility in Butner, North Carolina. If the Notice becomes defaced or unreadable, Defendant shall replace it by posting another copy of the Notice.
- E. Defendant agrees to provide the Commission with semi-annual reports during the term of the Decree. The reports shall include the following information: the identities of all individuals who have reported allegations of sexual harassment or harassment based on national origin at Defendant's facility in Butner, North Carolina including by way of identification each person's name, sex or national origin (as appropriate), and a statement of the individual's complaint and what action was taken in response to the individual's complaint. Defendant shall submit the reports to the Commission four months after the entry of this Consent Decree and every six months thereafter during the term of the Decree.
- F. Defendant agrees that the Commission may review compliance with the Decree. If anytime during the term of the Decree, the Commission believes that Defendant is in violation of the Decree, the Commission shall give notice of the alleged violation to Defendant. Defendant shall have twenty (20) days in which to investigate and respond to the allegations. Thereafter, the parties shall then have a period of ten (10) days or such additional period as may be agreed upon by them, in which to engage in

negotiation and conciliation regarding such allegations before the Commission exercises any remedy provided by law. Prior to such negotiation and conciliation and upon reasonable notice, the Commission may inspect the premises, interview employees and examine and copy documents.

5. It is expressly understood and agreed that this Settlement Agreement expresses the intention of the parties to resolve all disputes between them related to the charge of discrimination filed by Benito Lopez without the expenditure of further time and expense which would be involved with additional contested litigation. Defendant expressly denies that it violated any laws or statutes with respect to Benito Lopez. In addition, other than as expressly stated in paragraph 4 above, this settlement will not be entered into evidence in any proceeding except to enforce this settlement.

6. This Agreement constitutes the entire agreement between the parties and it is expressly understood that no amendment, deletion, addition, modification, or waiver of any provision of this Agreement shall be binding or enforceable unless in writing and signed by all parties.

7. This Agreement resolves any and all the claims brought on behalf of Benito Lopez in the above-captioned action but does not affect the remainder of the claims alleged in the above-captioned action.


8. This Agreement will be governed by the laws of the state of North Carolina.

9. Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction for any

reason whatsoever, such ruling shall not affect the validity of the remainder of this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, this the 31st day of January, 2001.


GEORGIA PACIFIC CORPORATION

By:  (SEAL)

Attorneys for Plaintiff EEOC:

Gwendolyn Young Reams
Associate General Counsel

Equal Employment Opportunity
Commission
1801 L Street, NW
Washington, D.C. 20507

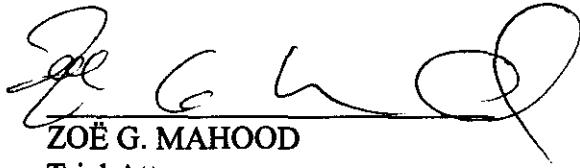

MINDY E. WEINSTEIN
Regional Attorney

Equal Employment Opportunity
Commission
129 West Trade Street, Suite 400
Charlotte, North Carolina 28202

Attorney for Defendant Georgia Pacific:


RANDALL AVRAM

Hunton & Williams
One Hannover Square, Suite 1400
421 Fayetteville Street Mall
Raleigh, N.C. 27602



Handwritten signature of Zoë G. Mahood in black ink, consisting of stylized cursive letters.

ZOË G. MAHOOD
Trial Attorney

**Equal Employment Opportunity
Commission
1309 Annapolis Drive
Raleigh, N.C. 27608**

NOTICE TO EMPLOYEES

1. This Notice is posted pursuant to a settlement between Georgia Pacific Corporation and the U.S. Equal Employment Opportunity Commission in a case captioned Equal Employment Opportunity Commission, Civil Action No. 5:00 CV 700-BO (3), alleging discrimination based on sex, race, national origin and retaliation.
2. Federal law requires that employers may not discriminate against any employee because of the employee's race, color, religion, sex, national origin, age (40 or older) or disability. Georgia Pacific Corporation supports and will comply with such federal law in all respects. Specifically, Georgia Pacific Corporation agrees that it will not discriminate against any applicants or employees based on race.
3. Georgia Pacific Corporation will not take any actions against employees because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing conducted by the U. S. Equal Employment Opportunity Commission.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. Complaints may be raised to Georgia Pacific corporate EEO or human resources. In addition, an employee may contact the U. S. Equal Employment Opportunity Commission at the following address and telephone number for the purpose of filing a charge of employment discrimination.

Equal Employment Opportunity Commission
Raleigh Area Office
1309 Annapolis Drive
Raleigh, North Carolina 27608
Tel: (919) 856-4064

Attachment A